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Counter-Defendant
AK FUTURES LLC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

AK FUTURES LLC,
Plaintiff,

v.

TBH SUPPLY LLC, a California
limited liability company; GOLDEN
PHOENIX HOLDINGS, a Nevada
corporation; JASON ANTHONY
LONGO, a California resident;
ATLAS HEMP COMPANY LLC, a
Washington corporation; and DOES 1-
10,

Defendants.

TBH SUPPLY LLC,
Counter-Claimant,

v.

AK FUTURES LLC,
Counter-
Defendant.

NO. 8:23-CV-01030-JVS-ADS

**STIPULATED PROTECTIVE
ORDER**

1 **I. PURPOSES AND LIMITATIONS**

2 A. Discovery in this action is likely to involve production of
3 confidential, proprietary, or private information for which special protection
4 from public disclosure and from use for any purpose other than prosecuting
5 this litigation may be warranted. Accordingly, the parties hereby stipulate
6 to and petition the Court to enter the following Stipulated Protective Order.
7 The parties acknowledge that this Order does not confer blanket protections
8 on all disclosures or responses to discovery and that the protection it affords
9 from public disclosure and use extends only to the limited information or
10 items that are entitled to confidential treatment under the applicable legal
11 principles. The parties further acknowledge, as set forth in Section XIII(C),
12 below, that this Stipulated Protective Order does not entitle them to file
13 confidential information under seal; Civil Local Rule 79-5 sets forth the
14 procedures that must be followed and the standards that will be applied
15 when a party seeks permission from the Court to file material under seal.
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19 **II. GOOD CAUSE STATEMENT**

20 A. This action is likely to involve customer and pricing lists and other
21 valuable research, development, commercial, financial, technical or
22 proprietary information for which special protection from public disclosure
23 and from use for any purpose other than prosecution of this action is
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1 warranted. Such confidential and proprietary materials and information
2 consist of, among other things, confidential business or financial
3 information, information regarding confidential business practices, or other
4 confidential research, development, or commercial information (including
5 information implicating privacy rights of third parties), information
6 otherwise generally unavailable to the public, or which may be privileged
7 or otherwise protected from disclosure under state or federal statutes, court
8 rules, case decisions, or common law. Accordingly, to expedite the flow of
9 information, to facilitate the prompt resolution of disputes over
10 confidentiality of discovery materials, to adequately protect information the
11 parties are entitled to keep confidential, to ensure that the parties are
12 permitted reasonable necessary uses of such material in preparation for and
13 in the conduct of trial, to address their handling at the end of the litigation,
14 and serve the ends of justice, a protective order for such information is
15 justified in this matter. It is the intent of the parties that information will
16 not be designated as confidential for tactical reasons and that nothing be so
17 designated without a good faith belief that it has been maintained in a
18 confidential, non-public manner, and there is good cause why it should not
19 be part of the public record of this case.
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23 **III. DEFINITIONS**

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1 A. Action: *AK Futures LLC v. TBH Supply LLC, et al.*, Case No. 8:23-
2 CV-01030-JVS-ADS, pending in the U. S. District Court for the Central
3 District of California.

4 B. Challenging Party: A Party or Non-Party that challenges the
5 designation of information or items under this Order.

6 C. “CONFIDENTIAL” Information or Items: Information (regardless
7 of how it is generated, stored or maintained) or tangible things that qualify
8 for protection under Federal Rule of Civil Procedure 26(c), and as specified
9 above in the Good Cause Statement.

10 D. Counsel: Outside Counsel of Record and House Counsel (as well as
11 their support staff).

12 E. Designating Party: A Party or Non-Party that designates information
13 or items that it produces in disclosures or in responses to discovery as
14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
15 EYES ONLY.”

16 F. Disclosure or Discovery Material: All items or information,
17 regardless of the medium or manner in which it is generated, stored, or
18 maintained (including, among other things, testimony, transcripts, and
19 tangible things), that are produced or generated in disclosures or responses
20 to discovery in this matter.
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1 G. Expert: A person with specialized knowledge or experience in a
2 matter pertinent to the litigation who has been retained by a Party or its
3 counsel to serve as an expert witness or as a consultant in this Action.

4 H. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
5 Information or Items: extremely sensitive “Confidential Information or
6 Items,” disclosure of which to another Party or Non-Party would create a
7 substantial risk of serious harm that could not be avoided by less restrictive
8 means.
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10 I. House Counsel: Attorneys who are employees of a party to this
11 Action. House Counsel does not include Outside Counsel of Record or any
12 other outside counsel.
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14 J. Non-Party: Any natural person, partnership, corporation, association,
15 or other legal entity not named as a Party to this action.

16 K. Outside Counsel of Record: Attorneys who are not employees of a
17 party to this Action but are retained to represent or advise a party to this
18 Action and have appeared in this Action on behalf of that party or are
19 affiliated with a law firm which has appeared on behalf of that party, and
20 includes support staff.
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1 L. Party: Any party to this Action, including all of its officers,
2 directors, employees, consultants, retained experts, and Outside Counsel of
3 Record (and their support staffs).

4 M. Producing Party: A Party or Non-Party that produces Disclosure or
5 Discovery Material in this Action.
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7 N. Professional Vendors: Persons or entities that provide litigation
8 support services (e.g., photocopying, videotaping, translating, preparing
9 exhibits or demonstrations, and organizing, storing, or retrieving data in any
10 form or medium) and their employees and subcontractors.

11 O. Protected Material: Any Disclosure or Discovery Material that is
12 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
13 ATTORNEYS’ EYES ONLY.”
14

15 P. Receiving Party: A Party that receives Disclosure or Discovery
16 Material from a Producing Party.
17

18 **IV. SCOPE**

19 A. The protections conferred by this Stipulation and Order cover not
20 only Protected Material (as defined above), but also (1) any information
21 copied or extracted from Protected Material; (2) all copies, excerpts,
22 summaries, or compilations of Protected Material; and (3) any testimony,
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1 conversations, or presentations by Parties or their Counsel that might reveal
2 Protected Material.

3 B. Any use of Protected Material at trial shall be governed by the orders
4 of the trial judge. This Order does not govern the use of Protected Material
5 at trial.
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7 **V. DURATION**

8 A. Even after final disposition of this litigation, the confidentiality
9 obligations imposed by this Order shall remain in effect until a Designating
10 Party agrees otherwise in writing or a court order otherwise directs. Final
11 disposition shall be deemed to be the later of (1) dismissal of all claims and
12 defenses in this Action, with or without prejudice; and (2) final judgment
13 herein after the completion and exhaustion of all appeals, rehearings,
14 remands, trials, or reviews of this Action, including the time limits for filing
15 any motions or applications for extension of time pursuant to applicable
16 law.
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19 **VI. DESIGNATING PROTECTED MATERIAL**

20 A. Exercise of Restraint and Care in Designating Material for Protection

21 1. Each Party or Non-Party that designates information or items
22 for protection under this Order must take care to limit any such
23 designation to specific material that qualifies under the appropriate
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1 standards. The Designating Party must designate for protection only
2 those parts of material, documents, items, or oral or written
3 communications that qualify so that other portions of the material,
4 documents, items, or communications for which protection is not
5 warranted are not swept unjustifiably within the ambit of this Order.
6

7 2. Mass, indiscriminate, or routinized designations are prohibited.
8 Designations that are shown to be clearly unjustified or that have
9 been made for an improper purpose (e.g., to unnecessarily encumber
10 the case development process or to impose unnecessary expenses and
11 burdens on other parties) may expose the Designating Party to
12 sanctions.
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14 3. If it comes to a Designating Party's attention that information
15 or items that it designated for protection do not qualify for protection,
16 that Designating Party must promptly notify all other Parties that it is
17 withdrawing the inapplicable designation.
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19 B. Manner and Timing of Designations

20 1. Except as otherwise provided in this Order (*see, e.g.*, Section
21 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or
22 Discovery Material that qualifies for protection under this Order must
23 be clearly so designated before the material is disclosed or produced.
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1 2. Designation in conformity with this Order requires the
2 following:

3 a. For information in documentary form (e.g., paper or
4 electronic documents, but excluding transcripts of depositions
5 or other pretrial or trial proceedings), that the Producing Party
6 affix at a minimum, the legend “CONFIDENTIAL” or
7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
8 (hereinafter “CONFIDENTIAL legend”), to each page that
9 contains protected material. If only a portion or portions of the
10 material on a page qualifies for protection, the Producing Party
11 also must clearly identify the protected portion(s) (e.g., by
12 making appropriate markings in the margins) and must specify,
13 for each portion, the level of protection asserted.
14

15 b. A Party or Non-Party that makes original documents
16 available for inspection need not designate them for protection
17 until after the inspecting Party has indicated which documents
18 it would like copied and produced. During the inspection and
19 before the designation, all of the material made available for
20 inspection shall be deemed “HIGHLY CONFIDENTIAL–
21 ATTORNEYS’ EYES ONLY.” After the inspecting Party has
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1 identified the documents it wants copied and produced, the
2 Producing Party must determine which documents, or portions
3 thereof, qualify for protection under this Order. Then, before
4 producing the specified documents, the Producing Party must
5 affix the appropriate legend (“CONFIDENTIAL” or
6 “HIGHLY CONFIDENTIAL– ATTORNEYS’ EYES
7 ONLY”) to each page that contains Protected Material. If only
8 a portion or portions of the material on a page qualifies for
9 protection, the Producing Party also must clearly identify the
10 protected portion(s) (e.g., by making appropriate markings in
11 the margins) and must specify, for each portion, the level of
12 protection asserted.
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15 c. For testimony given in depositions, that the Designating
16 Party identify the Disclosure or Discovery Material on the
17 record, before the close of the deposition all protected
18 testimony and specify the level of protection being asserted.
19 Alternatively, the Designating Party may designate
20 information disclosed at the deposition as “CONFIDENTIAL”
21 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
22 ONLY” by notifying the court reporter and other parties in
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1 writing, within fifteen (15) days of receipt of the transcript, of
2 the specific pages and lines of the transcript which are
3 designated as “CONFIDENTIAL” or “HIGHLY
4 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” The
5 parties may agree to a reasonable extension of the 15-day
6 period for designation. Designations of transcripts will apply
7 to audio, video, or other recordings of the testimony. During
8 such 15-day period, the entire transcript shall receive
9 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
10 treatment. Upon such designation, the court reporter and each
11 party shall affix the appropriate legend (“CONFIDENTIAL”
12 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
13 ONLY”) to the designated pages and segregate them as
14 appropriate.
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17 d. For information produced in form other than document
18 and for any other tangible items, that the Producing Party affix
19 in a prominent place on the exterior of the container or
20 containers in which the information is stored the legend
21 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
22 ATTORNEYS’ EYES ONLY.” If only a portion or portions
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1 of the information warrants protection, the Producing Party, to
2 the extent practicable, shall identify the protected portion(s)
3 and specify the level of protection being asserted. The
4 Receiving Party shall mark any hard-copy printouts and the
5 storage medium of any permissible copies of such electronic
6 material with the corresponding legend contained on the
7 original and such copies shall become subject to the same
8 protections as the information or items from which those
9 copies were made.
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12 C. Inadvertent Failure to Designate

13 1. If timely corrected, an inadvertent failure to designate qualified
14 information or items does not, standing alone, waive the Designating
15 Party's right to secure protection under this Order for such material.
16 Upon timely correction of a designation, the Receiving Party must
17 make reasonable efforts to assure that the material is treated in
18 accordance with the provisions of this Order.
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20 D. Withholding of Information.

21 1. The parties may redact (1) information that is privileged or
22 protected from discovery as work product or by reason of any other
23 applicable privilege or immunity; and (2) information subject to non-
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1 disclosure obligations imposed by governmental authorities, law or
2 regulation (e.g., protected personal information). Privilege redactions
3 will state, over the redacted portion, “Redacted–Privileged.”

4 Redactions of emails will not redact the names of recipients or the
5 subject line of the emails, unless the subject line is itself privileged or
6 contains the sensitive information described above, in which case
7 only so much of the subject line will be redacted as may be needed.

8 The parties will produce redacted documents in TIFF format (or
9 searchable PDF if production format dictates; or in native format for
10 file types that do not convert well to TIFF/PDF, such as Excel files)
11 with corresponding searchable OCR text and the associated metadata
12 for the document, ensuring the redacted content is fully protected
13 from disclosure.
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16 **VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

17 **A. Timing of Challenges**

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19 1. Any party or Non-Party may challenge a designation of
20 confidentiality at any time that is consistent with the Court’s
21 Scheduling Order.

22 **B. Meet and Confer**

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1 1. The Challenging Party shall initiate the dispute resolution
2 process under Local Rule 37.1 et seq.

3 C. The burden of persuasion in any such challenge proceeding shall be
4 on the Designating Party. Frivolous challenges, and those made for an
5 improper purpose (e.g., to harass or impose unnecessary expenses and
6 burdens on other parties) may expose the Challenging Party to sanctions.
7 Unless the Designating Party has waived or withdrawn the confidentiality
8 designation, all parties shall continue to afford the material in question the
9 level of protection to which it is entitled under the Producing Party's
10 designation until the Court rules on the challenge.
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13 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

14 A. Basic Principles

15 1. A Receiving Party may use Protected Material that is disclosed
16 or produced by another Party or by a Non-Party in connection with
17 this Action only for prosecuting, defending, or attempting to settle
18 this Action. Such Protected Material may be disclosed only to the
19 categories of persons and under the conditions described in this
20 Order. When the Action has been terminated, a Receiving Party must
21 comply with the provisions of Section XIV below.
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1 2. Protected Material must be stored and maintained by a
2 Receiving Party at a location and in a secure manner that ensures that
3 access is limited to the persons authorized under this Order.

4 B. Disclosure of “CONFIDENTIAL” Information or Items

5 1. Unless otherwise ordered by the Court or permitted in writing
6 by the Designating Party, a Receiving Party may disclose any
7 information or item designated “CONFIDENTIAL” only to:

8 a. The Receiving Party’s Outside Counsel of Record in this
9 Action, as well as employees of said Outside Counsel of
10 Record to whom it is reasonably necessary to disclose the
11 information for this Action;

12 b. The officers, directors, and employees (including House
13 Counsel) of the Receiving Party to whom disclosure is
14 reasonably necessary for this Action;

15 c. Experts (as defined in this Order) of the Receiving Party
16 to whom disclosure is reasonably necessary for this Action and
17 who have signed the “Acknowledgment and Agreement to Be
18 Bound” (Exhibit A);

19 d. The Court and its personnel;

20 e. Court reporters and their staff;

1 f. Professional jury or trial consultants, mock jurors, and
2 Professional Vendors to whom disclosure is reasonably
3 necessary for this Action and who have signed the
4 “Acknowledgment and Agreement to be Bound” attached as
5 Exhibit A hereto;
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7 g. The author or recipient of a document containing the
8 information or a custodian or other person who otherwise
9 possessed or knew the information;
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11 h. During their depositions, witnesses, and attorneys for
12 witnesses, in the Action to whom disclosure is reasonably
13 necessary provided: (i) the deposing party requests that the
14 witness sign the “Acknowledgment and Agreement to Be
15 Bound;” and (ii) they will not be permitted to keep any
16 confidential information unless they sign the
17 “Acknowledgment and Agreement to Be Bound,” unless
18 otherwise agreed by the Designating Party or ordered by the
19 Court. Pages of transcribed deposition testimony or exhibits to
20 depositions that reveal Protected Material may be separately
21 bound by the court reporter and may not be disclosed to
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1 anyone except as permitted under this Stipulated Protective
 2 Order; and

3 i. Any mediator or settlement officer, and their supporting
 4 personnel, mutually agreed upon by any of the parties engaged
 5 in settlement discussions.
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7 C. Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 8 ONLY”

9 1. Unless otherwise ordered by the Court or permitted in writing
 10 by the Designating Party, a Receiving Party may disclose any
 11 information or item designated “HIGHLY CONFIDENTIAL –
 12 ATTORNEYS’ EYES ONLY” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in
 14 this action, as well as employees of said Outside
 15 Counsel of Record to whom it is reasonably necessary to
 16 disclose the information for this litigation;
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18 (b) Experts of the Receiving Party to whom disclosure is
 19 reasonably necessary for this litigation and who have
 20 signed the “Acknowledgment and Agreement to Be
 21 Bound” (Exhibit A);
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23 (c) the Court and its personnel;
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1 (d) court reporters and their staff,
2 (e) professional jury or trial consultants, and Professional
3 Vendors to whom disclosure is reasonably necessary for this
4 litigation and who have signed the “Acknowledgment and
5 Agreement to Be Bound” (Exhibit A); and
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7 (f) the author or recipient of a document containing the
8 information or a custodian or other person who otherwise
9 possessed or knew the information.

10 2. Notwithstanding the foregoing, Protected Material shall not be
11 disclosed to any current or former employees of, or current or
12 former consultants, advisors, or agents of, a direct competitor
13 of any party named in the litigation. If a Receiving Party is in
14 doubt about whether a particular entity is a direct competitor of
15 a party named in this lawsuit, then before disclosing any
16 Protected Material to a current or former employee, consultant,
17 advisor, or agent of that entity, the Receiving Party’s counsel
18 must confer with counsel for the Producing Party.
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21 3. The Parties agree to provide adequate security to protect data
22 produced by the other party(ies) or by non-parties. At a
23 minimum, any Receiving Party subject to the terms of this
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Protective Order, will provide reasonable measures to protect non-client data consistent with the American Bar Association Standing Committee on Ethics and Professional Responsibility, Formal Opinion 477R.Data Security.

IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

A. If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

1. Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
2. Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
3. Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

1 B. If the Designating Party timely seeks a protective order, the Party
2 served with the subpoena or court order shall not produce any information
3 designated in this action as “CONFIDENTIAL” or “HIGHLY
4 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a determination
5 by the Court from which the subpoena or order issued, unless the Party has
6 obtained the Designating Party’s permission. The Designating Party shall
7 bear the burden and expense of seeking protection in that court of its
8 confidential material and nothing in these provisions should be construed as
9 authorizing or encouraging a Receiving Party in this Action to disobey a
10 lawful directive from another court.
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13 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
14 **PRODUCED IN THIS LITIGATION**

15 A. The terms of this Order are applicable to information produced by a
16 Non-Party in this Action and designated as “CONFIDENTIAL” or
17 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such
18 information produced by Non-Parties in connection with this litigation is
19 protected by the remedies and relief provided by this Order. Nothing in
20 these provisions should be construed as prohibiting a Non-Party from
21 seeking additional protections.
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1 B. In the event that a Party is required, by a valid discovery request, to
2 produce a Non-Party's confidential information in its possession, and the
3 Party is subject to an agreement with the Non-Party not to produce the Non-
4 Party's confidential information, then the Party shall:

5
6 1. Promptly notify in writing the Requesting Party and the Non-
7 Party that some or all of the information requested is subject to a
8 confidentiality agreement with a Non-Party;

9 2. Promptly provide the Non-Party with a copy of the Stipulated
10 Protective Order in this Action, the relevant discovery request(s), and
11 a reasonably specific description of the information requested; and
12

13 3. Make the information requested available for inspection by the
14 Non-Party, if requested.

15 C. If the Non-Party fails to seek a protective order from this court within
16 14 days of receiving the notice and accompanying information, the
17 Receiving Party may produce the Non-Party's confidential information
18 responsive to the discovery request. If the Non-Party timely seeks a
19 protective order, the Receiving Party shall not produce any information in
20 its possession or control that is subject to the confidentiality agreement with
21 the Non-Party before a determination by the Court. Absent a court order to
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1 the contrary, the Non-Party shall bear the burden and expense of seeking
2 protection in this court of its Protected Material.

3 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

4 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
5 disclosed Protected Material to any person or in any circumstance not
6 authorized under this Stipulated Protective Order, the Receiving Party must
7 immediately (1) notify in writing the Designating Party of the unauthorized
8 disclosures, (2) use its best efforts to retrieve all unauthorized copies of the
9 Protected Material, (3) inform the person or persons to whom unauthorized
10 disclosures were made of all the terms of this Order, and (4) request such
11 person or persons to execute the “Acknowledgment and Agreement to be
12 Bound” that is attached hereto as Exhibit A.

15 B. Protected Material shall only be used for the purpose of litigating the
16 Action and shall not be used in other actions or proceedings.

17 Persons having knowledge of Protected Material and information due to
18 their participation in the conduct of this Action shall use such knowledge
19 and information only as permitted herein, and shall not disclose such
20 Protected Material, their contents or any portion or summary thereof to any
21 person(s) not involved in the conduct of the Action.
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**XII. INADVERTENT PRODUCTION OF PRIVILEGED OR
OTHERWISE PROTECTED MATERIAL**

A. The inadvertent production of privileged or work-product protected documents, electronically stored information (ESI) or information is not a waiver of the privilege or protection from discovery in this case or in any other federal or state proceeding. When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the Stipulated Protective Order submitted to the Court.

B. This Order shall be interpreted to provide the maximum protection allowed by Federal Rule of Evidence (FRE) 502(d) and shall be enforceable and granted full faith and credit in all other state and federal proceedings by

1 28 U.S. Code § 1738. In the event of any subsequent conflict of law, the
2 law that is most protective of privilege and work product shall apply.

3 Nothing contained in this Order is intended to or shall serve to limit a
4 party's right to conduct a review of documents, ESI or information
5 (including metadata) for relevance, responsiveness and/or segregation of
6 privileged and/or protected information before production.
7

8 If a Receiving Party has reason to believe that a produced document or
9 other information may reasonably be subject to a claim of privilege, then
10 the Receiving Party shall immediately sequester the document or
11 information, cease using the document or information and cease using any
12 work product containing the information, and shall inform the producing
13 party of the beginning BATES number of the document or, if no BATES
14 number is available, shall otherwise inform the Producing Party of the
15 information.
16

17 A Producing Party must give written notice to any Receiving Party
18 asserting a claim of privilege, work-product protection, or other ground for
19 reclaiming documents or information (a "clawback request"). After a
20 clawback request is received, the Receiving Party shall immediately
21 sequester the document (if not already sequestered) and shall not review or
22 use that document, or any work product containing information taken from
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1 that document, for any purpose. The parties shall meet and confer
2 regarding any clawback request.

3 **XIII. MISCELLANEOUS**

4 A. Right to Further Relief

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6 1. Nothing in this Order abridges the right of any person to seek
7 its modification by the Court in the future.

8 B. Right to Assert Other Objections

9 1. By stipulating to the entry of this Protective Order, no Party
10 waives any right it otherwise would have to object to disclosing or
11 producing any information or item on any ground not addressed in
12 this Stipulated Protective Order. Similarly, no Party waives any right
13 to object on any ground to use in evidence of any of the material
14 covered by this Protective Order.
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16 C. Filing Protected Material

17 1. A Party that seeks to file under seal any Protected Material
18 must comply with Civil Local Rule 79-5. Protected Material may
19 only be filed under seal pursuant to a court order authorizing the
20 sealing of the specific Protected Material at issue. If a Party's request
21 to file Protected Material under seal is denied by the Court, then the
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1 Receiving Party may file the information in the public record unless
2 otherwise instructed by the Court.

3 **XIV. FINAL DISPOSITION**

4 A. After the final disposition of this Action, as defined in Section V,
5 within 60 days of a written request by the Designating Party, each
6 Receiving Party must return all Protected Material to the Producing Party or
7 destroy such material. As used in this subdivision, “all Protected Material”
8 includes all copies, abstracts, compilations, summaries, and any other
9 format reproducing or capturing any of the Protected Material. Whether the
10 Protected Material is returned or destroyed, the Receiving Party must
11 submit a written certification to the Producing Party (and, if not the same
12 person or entity, to the Designating Party) by the 60 day deadline that (1)
13 identifies (by category, where appropriate) all the Protected Material that
14 was returned or destroyed and (2) affirms that the Receiving Party has not
15 retained any copies, abstracts, compilations, summaries or any other format
16 reproducing or capturing any of the Protected Material. Notwithstanding
17 this provision, Counsel are entitled to retain an archival copy of all
18 pleadings, motion papers, trial, deposition, and hearing transcripts, legal
19 memoranda, correspondence, deposition and trial exhibits, expert reports,
20 attorney work product, and consultant and expert work product, even if
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1 such materials contain Protected Material. Any such archival copies that
 2 contain or constitute Protected Material remain subject to this Protective
 3 Order as set forth in Section V.

4 B. Any violation of this Order may be punished by any and all
 5 appropriate measures including, without limitation, contempt proceedings
 6 and/or monetary sanctions.
 7

8
 9 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**
 10

11 Dated: 12/14/2023

/s/ Benjamin J. Fox
 Benjamin J. Fox
 Attorney for Plaintiff

13
 14 Dated: 12/14/2023

/s/ Hans L. Mayer
 Hans L. Mayer
 Attorney for Defendants

16
 17 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**
 18

19 Dated: 12/15/2023

/s/ Autumn D. Spaeth
 HONORABLE AUTUMN D. SPAETH
 United States Magistrate Judge

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Stipulated Protective Order that
 was issue by the United States District Court for the Central District of California
 on [DATE] in the case of _____ [insert formal name of
 the case and the number and initials assigned to it by the Court]. I agree to
 comply with and to be bound by all the terms of this Stipulated Protective Order
 and I understand and acknowledge that failure to so comply could expose me to
 sanctions and punishment in the nature of contempt. I solemnly promise that I
 will not disclose in any manner any information or item that is subject to this
 Stipulated Protective Order to any person or entity except in strict compliance
 with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
 Court for the Central District of California for the purpose of enforcing the terms
 of this Stipulated Protective Order, even if such enforcement proceedings occur
 after termination of this action. I hereby appoint _____
 [print or type full name] of _____ [print or type full
 address and telephone number] as my California agent for service of process in

1 connection with this action or any proceedings related to enforcement of this
2 Stipulated Protective Order.

3 Date: _____

4 City and State where sworn and signed: _____

5
6 Printed Name: _____

7 Signature: _____